

Exhibit A

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.		Case No. of Debtor 08-13555	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Knowle Limited Rosebank Centre, 11 Bermudiana Road Pembroke HM08, Bermuda Attn: Elizabeth Denman, Director Telephone number: 441-278-7842 Email Address: Elizabeth.denman@conyersdillandpearman.com		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ See Attached If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____	
2. Basis for Claim: See Attached (See instruction #2 on reverse side.)		6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ (See instruction #6 on reverse side.)	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	
Date: August 31, 2009		Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Elizabeth Denman Title: Director	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

FOR COURT USE ONLY

 SEP - 8 2009

 EPIQ BANKRUPTCY SOLUTIONS, LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

LEHMAN BROTHERS HOLDINGS INC., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX A TO PROOF OF CLAIM OF
KNOWLE LIMITED**

1. Claimant. Knowle Limited (the "**Claimant**") hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc., the debtor and debtor in possession in the above-referenced chapter 11 case (the "**Debtor**"). The Claimant holds a claim against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.
2. Transactions Between the Parties. The Claimant and Lehman Brothers International (Europe) ("**LBIE**") are party to: (i) the 1992 ISDA Master Agreement (including the Schedule thereto), dated as of June 11, 2002, as amended on January 14, 2005 (the "**Master Agreement**") and any and all other amendments, ancillary agreements and documents relating thereto; (ii) the Amended and Restated International Prime Brokerage Agreement, dated February 15, 2008 between LBIE, the Claimant and De Putron Fund Management (Guernsey) Limited (the "**PB Agreement**") and any and all other amendments, ancillary agreements and documents relating thereto; and (iii) the Cross Margining and Netting Agreement, dated May 20, 2008 between LBIE and the Claimant (the "**Netting Agreement**" and, collectively with the Master Agreement and

the PB Agreement, the "**Agreements**") and any and all other amendments, ancillary agreements and documents relating thereto. Terms used but not defined herein have the respective meanings ascribed to such terms in the relevant Agreement. The Claimant also has the benefit of the Guarantee issued by the Debtor in favor of the Claimant in respect of the obligations of LBIE under the Master Agreement (the "**Guarantee**"). In connection with the Agreements and the Guarantee, the Claimant has delivered to LBIE the following documents; (i) notice, dated September 16, 2008, that an Event of Default had occurred and was continuing under the terms of the Master Agreement and designating September 16, 2008 as the Early Termination Date; and (ii) notice under Section 6(d) of the Master Agreement, dated September 24, 2008 (as revised by notice dated October 15, 2008), pursuant to which the Claimant notified LBIE of the amount due and payable by LBIE pursuant to the terms of the Agreements. Pursuant to the Guarantee, the Debtor unconditionally guaranteed to the Claimant the payment of all obligations of LBIE under the Master Agreement when and as such amounts become due and payable. The Debtor also fully guaranteed the payment of all liabilities, obligations and commitments of, among other Lehman entities, LBIE, pursuant to board resolutions adopted by the Executive Committee of the Debtor's Board of Directors, including but not limited to, those certain resolutions adopted by unanimous written consent on June 9, 2005 and the Guarantee of Lehman Brothers Holdings Inc., dated January 4, 2008, under which the Debtor (i) absolutely and unconditionally guaranteed, to any counterparty of LBIE and such counterparty's successors, endorsees and assigns (collectively, the "**Beneficiaries**"), the payment by LBIE of all of its liabilities, obligations and commitments as the same shall become due, together with accrued

interest and charges, if any, and (ii) agreed to reimburse each Beneficiary for all expenses, including reasonable attorneys' fees of enforcing, obtaining or endeavoring to enforce or obtain such payment. LBIE has defaulted on its obligations under the Agreements and, pursuant to the above described guarantees, the Claimant hereby asserts this claim in the amount set forth in paragraph 3 below. The Claimant will upload or cause to be uploaded the principal documents which evidence the claims set forth below under separate cover to the Debtors' website, www.lehman-claims.com, on or before October 22, 2009 at 5:00 p.m. (ET). The claimant will also upload or cause to be uploaded a completed Guarantee Questionnaire and Derivative Questionnaire relating to the claims set forth below to the Debtors' website www.lehman-claims.com, on or before October 22, 2009 at 5:00 p.m. (ET).

3. Claim. As of the Petition Date, the Claimant has a claim against the Debtor in the aggregated liquidated amount of \$1,092,235.74 (the "**Claim**"), in respect of the net amount owing to the Claimant, plus all other interest, fees, costs and expenses, to the extent allowed under applicable law, which are owed by the Debtor pursuant to the Agreement. An itemization of the amounts due and owing to the Claimant are set forth on Exhibit 1 attached hereto.
4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.
7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly

so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

Exhibit 1

Loss Amount Under Master Agreement	USD \$ 435,848.46
Expenses incurred pursuant to Section 11 of the Master Agreement up to August 25, 2009	USD \$ 51,565.10
Amount Owed Under PB Agreement	USD \$ 604,822.18
Total	USD \$ 1,092,235.74

ALLEN & OVERY

By FEDEX First Overnight (Email confirmation requested)

James W. Giddens, Trustee
Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Inc. Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

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1221 Avenue of the Americas
New York NY 10020

Tel 212 610 6300
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Our ref 35069-00039/NY:8906162.1

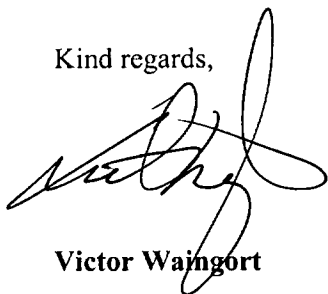
September 4, 2009

**Knowle Limited - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC., ("LBHI")
or an affiliated debtor.**

To James W. Giddens, Trustee:

Enclosed please find two copies (one original signature; one photocopy) of the proof of claim hereby filed by Knowle Limited against LBHI and/or one of its affiliated debtors. Please retain the original copy and return to us the photocopy (time-stamped as "RECEIVED") in the enclosed self-addressed stamped envelope.

Kind regards,



Victor Waingort

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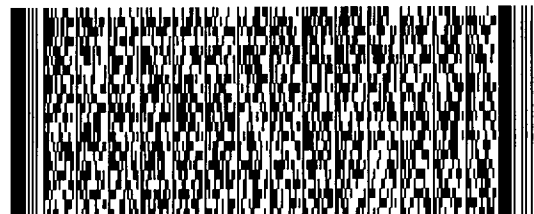


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James W. Giddens, Esq.
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